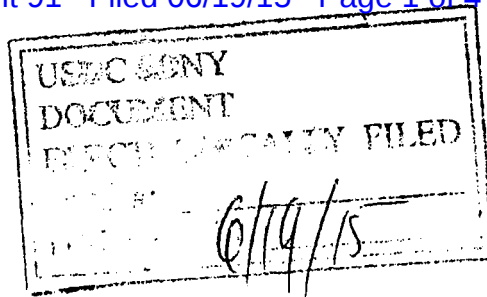


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



NATIONAL IMMIGRATION PROJECT OF THE
NATIONAL LAWYERS GUILD, *et al.*,

Plaintiffs,

- against -

UNITED STATES DEPARTMENT OF HOMELAND
SECURITY, *et al.*,

Defendants.

No. 11 Civ. 3235 (JSR)


**[PROPOSED] STIPULATION OF
SETTLEMENT AND DISMISSAL**

WHEREAS, on May 12, 2011, plaintiffs the National Immigration Project of the National Lawyers Guild, the American Civil Liberties Union Foundation, the Immigration Defense Project, the Post-Deportation Human Rights Project, and Rachel Rosenbloom ("Plaintiffs") filed a complaint seeking the release of certain documents by defendants the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services, U.S. Customs and Border Protection, U.S. Immigration and Customs Enforcement, U.S. Department of Justice, and U.S. Department of State ("Defendants") under the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA");

WHEREAS, the Court has issued four decisions concerning the parties' motions and cross-motions for summary judgment;

WHEREAS, such decisions have resolved all of the substantive aspects of the Defendants' production of documents and Plaintiffs' challenges to such productions, and the Court closed the matter on December 5, 2014 (*see* Docket No. 90);

WHEREAS, since the date of that order, the parties have been engaged in negotiations concerning Defendants' payment of attorneys' fees and costs; and

WHEREAS, the parties wish to resolve any further disputes concerning the payment of such fees and costs without further litigation and pursuant to the terms and conditions contained herein;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, that:

1. In consideration of the settlement amount contained herein and the other terms of this Stipulation, this action is dismissed with prejudice under Rule 41(a)(1)(B) of the Federal Rules of Civil Procedure.

2. Defendants shall pay to Plaintiffs the sum of \$165,000 in attorneys' fees and litigation costs, pursuant to 5 U.S.C. § 552(a)(4)(E), which sum Plaintiffs agree to accept as full and complete satisfaction of Plaintiffs' claims for attorneys' fees, costs, and litigation expenses. The payment shall be made by electronic funds transfer, by each individual Defendant, to the bank account Plaintiffs have separately designated, and Plaintiffs' attorney agrees to receive and distribute the settlement proceeds in accordance with terms specified by the Plaintiffs. Payment shall be made as promptly as practicable, consistent with normal processing procedures, after this Stipulation is approved by the Court. Plaintiffs have been informed that payment of the settlement amount may take 30 days or more from the date that the Court approves the Stipulation.

3. Upon execution of this Stipulation, Plaintiffs release and forever discharge the United States, its agencies, departments, officers, employees, servants, and agents, including Defendants, from any and all claims and causes of action that Plaintiffs asserted in this litigation with respect to the FOIA request on which this action is based, including all past, present, or

future claims for attorneys' fees, costs, or expenses of any kind, however denominated, relating to services performed in connection with this matter.

4. Nothing in this Stipulation and Order shall constitute an admission by Defendants or the United States that Plaintiffs "substantially prevailed" in this case under 5 U.S.C. § 552(a)(4)(E).

5. The parties acknowledge that this Stipulation is entered into for the purpose of settling and compromising Plaintiffs' claim for attorneys' fees and costs in this action without further litigation, and it shall not be construed as evidence or as an admission on the part of Defendants, the United States, its agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by Defendants regarding Plaintiffs' entitlement to attorneys' fees or other litigation costs under FOIA. This Stipulation shall not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding involving Defendants. This Stipulation and Order shall have no effect or bearing on any other FOIA request made by Plaintiffs or any other FOIA litigation filed by Plaintiffs, and the disposition of this matter shall in no way control the disposition of any current or future FOIA matter involving either Plaintiffs or Defendants.

6. The parties understand and agree that this Stipulation and Order contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

7. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

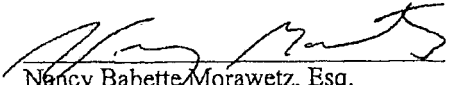
8. This Stipulation may not be altered, modified, or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives.

9. The parties agree that the United States District Court for the Southern District of New York shall have jurisdiction over any controversy or claim relating to this Stipulation and Order.

New York, New York
June 16, 2015

WASHINGTON SQUARE LEGAL
SERVICES, INC.

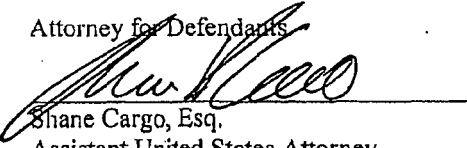
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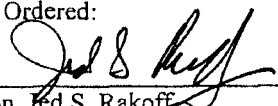
New York, New York
June 16, 2015

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So Ordered:


Hon. Jed S. Rakoff
United States District Judge

6/19/2015
CJR